

# Asheville Security Systems

## Customer Information and Alarm Monitoring Agreement

NC Lic # 853-CSA

This agreement dated \_\_\_\_\_ is made by and between Asheville Security Systems, 173 Merrimon Avenue, Asheville, North Carolina 28801 and

| Subscriber Premise Information               | Subscriber Billing Information               |
|--|--|
| Name:  | Name:  |
| Address:                                     | Address:                                     |
| City:  | City:  |
| State:                                  Zip: | State:                                  Zip: |
| Primary Phone:                               | Primary Phone:                               |
| Secondary Phone:                             | Secondary Phone:                             |
| Email:                                       | Email:                                       |

|   |           |
|---|-----------|
| <b>Recurring Charges</b> (Billed [check one] <input type="checkbox"/> Monthly, <input type="checkbox"/> Quarterly, <input type="checkbox"/> Semi-Annually, <input type="checkbox"/> Annually) |           |
| Basic Monitoring Charge [check one] <input type="checkbox"/> Residential, <input type="checkbox"/> Commercial   | \$        |
| Test Reports [check one] <input type="checkbox"/> Daily, <input type="checkbox"/> Weekly, <input type="checkbox"/> Monthly  | \$        |
| Open/Close [check one] <input type="checkbox"/> Supervised, <input type="checkbox"/> Unsupervised   | \$        |
| <input type="checkbox"/> AES Long Range Radio, <input type="checkbox"/> Alarm.com   | \$        |
| <b>Total Recurring Charges</b>  | <b>\$</b> |

| Customer Notification List | Phone No. | Password: | Keypad |
|----------------------------|-----------|-----------|--------|
| 1:                         |           |           |        |
| 2:                         |           |           |        |
| 3:                         |           |           |        |
| 4:                         |           |           |        |
| 5:                         |           |           |        |
| 6:                         |           |           |        |
| 7:                         |           |           |        |
| 8:                         |           |           |        |
| 9:                         |           |           |        |
| 10:                        |           |           |        |

| Insurance Company Information | Directions to Premise |
|-------------------------------|-----------------------|
| Agent's Name:                 |                       |
| Company's Name:               |                       |
| Address:                      |                       |
| Address:                      |                       |
| Phone:                        |                       |
| Fax:                          |                       |

**Central Station Monitoring subject to terms and conditions on reverse side. Customer acknowledges reading all terms and conditions and agrees with them.**

| Authorized Signatures      |      |            |      |
|----------------------------|------|------------|------|
|                            |      |            |      |
| Asheville Security Systems | Date | Subscriber | Date |

## TERMS AND CONDITIONS

1. Upon receipt of an alarm signal from your premise, the Central Monitoring Station will attempt to contact the proper authorities and one other person on your Contact List.
2. Terms: This agreement will remain in effect for (3) years from the last day of the month in which this agreement was signed. This monitoring agreement will automatically renew on a yearly basis. This agreement can be cancelled by notifying Asheville Security Systems in writing at least 30 days before the renewal date.
3. Service requests are normally worked within 24 hours of notification and can be called in. If service is not received within (5) days, you must notify us in writing within (10) days of the service problem. Lacking such notice, we will assume that either the system was serviced to your satisfaction or the problem no longer exists and service is not required. **NO ALLOWANCE OR CREDIT FOR MONITORING WILL BE GIVEN WITHOUT THIS NOTIFICATION.**
4. Asheville Security Systems has the right to increase or decrease the monitoring charge at any time or times after one year from the effective date of this agreement after giving you written notice (30) days in advance of the effective date of such increase or decrease.
5. **ASHEVILLE SECURITY SYSTEMS IS NOT AN INSURER.** We do not guarantee or warrant that the system will prevent burglary, fire or other occurrences. We will not insure or reimburse you for the losses due to any of the occurrences which the system is designed to monitor. You should carry your own insurance.
6. You agree that Asheville Security Systems will have no liability for loss or damage to property or personal injury or death or otherwise due to (a) a failure in the transmission of an alarm or (b) interruptions of service due to any of the following reasons: (1) any failure of your alarm; (2) any defective or damaged equipment device, telephone lines or connecting circuit; or (3) any strike of our employees or employees of others, riot, flood, fire, act of God, or any other cause beyond our reasonable control.
7. **LIMITATION ON OUR LIABILITY, REIMBURSEMENT:** If we should be found liable for loss or damage to persons or property, our liability will be limited to \$250.00. This limitation will apply no matter why we are found liable. You acknowledge that this limitation is based on (a) our charges are calculated based on our limited liability and are not related to the value of your property or the property of others located on your premise; (b) the possible extent of the damage is uncertain; (c) the response time of the authorities is uncertain and (d) you understand that it is not possible to determine what portion, if any, of any loss was directly caused by any action or inaction on our part. You agree to reimburse us, our agents and employees, for any claims, losses, costs, damages, and expenses, including attorney fees. If any person who is not a party to this agreement (for example, any member of your family or a guest) makes any claim or starts any lawsuit against us, our agents and employees, for any reason whatsoever relating to (1) this Agreement; (2) your premise; or (3) the system, such reimbursement will apply whether these claims or lawsuits are based on the performance or non-performance of any obligation under this agreement, alleged intentional conduct, active or passive negligence, or strict or product liability, on our part, or on the part of our agents and employees. If you want us to assume greater liability for the performance of its service you may obtain full or limited liability by paying an additional amount proportioned to the responsibility. A rider will be attached to this agreement stating our additional liability and your additional charge. The rider and additional obligation shall in no way be interpreted to hold us as an insurer.
8. You represent as warrant to us that you, even if you are not the owner of the premise, have full authority from any and all owners, to allow the installation of equipment and we assume no responsibility whatsoever for any condition created by the installation or removal of the equipment.
9. You agree that ownership of the security account number assigned to you remains the property of Asheville Security Systems. We have the right to access to change or deactivate this number.
10. Payments are due before the first of the month in advance of service. Accounts are considered past due on the 1<sup>st</sup> and are subject to suspension of service on the 15<sup>th</sup>.
11. If you (a) default making any payment when due, (b) default in the performance of any other convenient contained here, (c) become insolvent, ceases doing business as a going concern or makes an assignment for the benefit of creditors, (d) apply for or consents to the appointment of a receiver, trustee or liquidator for all or a part of your assets, or if a receiver, trustee or liquidator is appointed without your consent, or (e) a petition is filed by or against you under the Bankruptcy Act or any amendment thereto (including, without limitation, a petition for reorganization, arrangement or extension) or any other insolvency law or law providing for the relief of debtors, then in each such event, if and to the extent permitted remedies: (1) to declare due and payable the entire amount of unpaid total rent for the balance of the term of this agreement, whereupon the same shall become immediately due and payable; (2) without demand or legal process to enter into the premise and take possession of and remove equipment, whereupon all your rights in and to the equipment shall terminate absolutely, and we may retain the equipment and all prior payments of rent made hereunder, and (3) to pursue any other remedies as set forth under clause (2) above, you will remain liable for the unpaid total rent for the balance of the term of this agreement, together with the expenses of retaking, storing, repairing and releasing the equipment and 25 percent attorney's fees incurred by us.
12. All notices shall be in writing and shall be mailed by registered mail to the address above or the most recent address on file.
13. You must agree that except as set forth herein, we have made no representation or warranty of any kind (including any warranty of merchantability or fitness for a particular purpose), nature or description, express or implied, with respect to the equipment. No oral agreement, guarantee, promise, condition representation or warranty shall be binding; all prior conversations, agreements and representation relating hereto and or to said equipment are integrated herein. This agreement contains the entire agreement between the parties and may not be changed or terminated except in writing.
14. This agreement or the equipment or any rent or other sum due may be transferred or assigned by Asheville Security Systems without notice, and in such event our transfer or assignee shall have the rights, powers, privileges and remedies hereunder; your obligations hereunder shall not be subject to any defense, offset of counterclaim available to you against us. Neither this Agreement nor your rights hereunder are assigned or transferable by you except with our written consent. The conditions here are binding on any of your permitted successors and assignees.
15. This Agreement shall be governed by the laws of the State of North Carolina applicable to contracts to be executed and performed solely within such state.
16. This Agreement shall not be valid unless accepted by Asheville Security Systems.
17. You have read all of the terms and conditions of this Agreement and acknowledge receipt of a true copy.
18. AES Long Range Radio Equipment is the property of Asheville Security Systems in order to maintain our FCC licensing.

## **NORTH CAROLINA ALARM SYSTEM LICENSING BOARD COMPLAINT INFORMATION**

Complaints can be addressed to the licensing board as follows

Asheville Security Systems License Number: **853-CSA**

Writing: NCSLB, 4901 Glenwood Ave., Suite 200, Raleigh NC 27612

Calling: 919-788-5320

Fax: 919-788-5365

E-Mail: PPSASL@ncdoj.gov

Web: [www.ncdoj.gov/PPS.aspx](http://www.ncdoj.gov/PPS.aspx)